

REMARKS

Claims 1-11 are all the claims pending in the application. Claim 8 is hereby canceled by this Amendment without prejudice or disclaimer.

Claim Objections

The Examiner objected to claim 11 for a minor informality. Applicants submit the present amendment to claim 11 obviates this objection.

Claim Rejections – 35 U.S.C. § 112, Second Paragraph

The Examiner rejected claim 10 under §112, second paragraph, as being indefinite.

Applicants submit the present amendment to claim 10 obviates this rejection.

Claim Rejections – 35 U.S.C. § 102(b)

The Examiner rejected claims 1-5 and 8-11 under § 102(b) as being anticipated by Kimura (US 2002/0042797). Applicants traverse this rejection as follows.

Claim 1 recites, *inter alia*, a retention module that stores the print job which is received from a client computer via the network; and a transmitter that transmits the stored print job to the printing device.

In the claimed configuration, the job management apparatus (print server) receives print data from an external client computer on the network, and stores the print job (see Fig. 2).

However, to the contrary, in Kimura, a print job is created and stored inside a print system (client), and then, transmitted to a print system (server) (paragraph 0052). Consequently, Kimura's print system (client) and print system (server) fails to disclose receiving the print job from a client computer via a network and transmitting the stored print job to the printing device, as required by claim 1.

Further, as clearly understood from Kimura's Fig. 1, Kimura's print system (client) and print system (server) are separate bodies, and Kimura provides no disclosure and/or reason to combine them.

In the claimed configuration, as mentioned above, the job management apparatus stores a print job received from an external client computer on the network, and the claimed configuration allows the client computer to be released sooner from the print job. In Kimura's configuration, on the other hand, the print system (client) needs to retain a print job for a while, and does not allow the client to be released from the job.

Thus, Applicants submit claim 1 is patentably distinguishable over Kimura for at least this reason. Additionally, because claims 9 and 11 recite features similar to the features discussed above with regard to claim 1, Applicants submit these claims are patentably distinguishable over Kimura for those reasons set forth above with regard to claim 1. Finally, Applicants submit claims 2-4 and 10 are patentably distinguishable over Kimura at least by virtue of their dependency. The rejection of claim 8 is moot as that claim is hereby canceled by this Amendment.

Claim Rejections – 35 U.S.C. § 103(a)

The Examiner rejected claim 6 under § 103(a) as being unpatentable over Kimura in view Yagita (US 6,654,137). Applicants traverse this rejection as follows.

Applicants respectfully submit that because Yagita, either taken alone or in combination with Kimura, for what their combined disclosures would teach one of ordinary skill in the art, fails to compensate for the above noted deficiencies of Kimura as applied to claim 1, claim 6 is patentably distinguishable over the applied combination at least by virtue of its dependency.

Claim Rejections – 35 U.S.C. § 103(a)

The Examiner rejected claim 7 under § 103(a) as being unpatentable over Kimura in view of Asthana et al. (US 2004/0185877). Applicants traverse this rejection as follows.

Applicants respectfully submit that because Asthana, either taken alone or in combination with Kimura for what their combined disclosures would teach one of ordinary skill in the art, fails to compensate for the above noted deficiencies of Kimura as applied to claim 1, claim 7 is patentably distinguishable over the applied combination at least by virtue of its dependency.

Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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Date: November 2, 2007